

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 5	
2. Amendment/Modification No. P00002		3. Effective Date 2003NOV10		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AHPC RICHARD MISNER (586)574-7147 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: MISNERR@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD B PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) PRESTOLITE ELECTRIC 2311 GREEN ROAD SUITE B ANN ARBOR, MI. 48105-2965 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-03-D-N103	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2003AUG20	
Code 24975		Facility Code 0EDY1					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.			The Changes Set Forth In Item 14 Are Made In		
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2009FEB02							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) ELLEN DENNIS DENNISE@TACOM.ARMY.MIL (586)574-8056			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2003NOV10	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 5
	PIIN/SIIN DAAE07-03-D-N103	MOD/AMD P00002	
Name of Offeror or Contractor: PRESTOLITE ELECTRIC			

SECTION A - SUPPLEMENTAL INFORMATION

Status	Regulatory Cite	Title	Date
A-1 CHANGED	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002

(a) Contract Number DAAE07-03-D-N103 is awarded to Prestolite Electric Inc. The Government accepts your proposal dated 29 Jul 2003 in response to Solicitation Number: DAAE07-02-R-M073, signed by Mike Lea, President, Heavy Duty Systems Div., Prestolite Electric Incorporated.

(b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:

Section E, 52.246-4025, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM REQUIREMENT: N/A

Section E, 52.246-4028, INSPECTION POINT:

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:		PRESTOLITE ELECTRIC INC (0EDY1)				
400 MAIN STREET,	ARCADE,	WYOMING,	NEW YORK	14009		
(Address)	(City)	(County)	(State)	(Zip)		

SUBCONTRACTOR'S PLANT:		PRESTOLITE ELECTRIC INC (0EDY1)				
400 MAIN STREET,	ARCADE,	WYOMING,	NEW YORK	14009		
(Address)	(City)	(County)	(State)	(Zip)		

[End of Clause]

Section F, 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(1) Start deliveries 90 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.

(i) You'll deliver a minimum of 60 units every 30 days;

(ii) You can deliver more than the minimum number of units every thirty days: at no additional cost to the government.

(2) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-D-N103 MOD/AMD P00002	Page 3 of 5
Name of Offeror or Contractor: PRESTOLITE ELECTRIC		

longer than the schedule listed above, your offer may be determined unacceptable for award.

- (b) CONTRACTOR'S PROPOSED SCHEDULE:
- (1) I WILL START DELIVERIES 90 DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START _____ DAYS AFTER DELIVERY ORDER AWARD DATE.
- (2) I WILL DELIVER A QUANTITY OF 36 UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF 96 UNITS EVERY 30 DAYS.
- (3) ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER UP TO A MAXIMUM QUANTITY OF 360 EVERY 30 DAYS.

[End of Clause]

Shipping Characteristics:

Section K, 52.247-60 GUARANTEED SHIPPING CHARATERISTICS

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

- (1) To be completed by the offeror:
- (i) Type of "Outer" container: Wood Box _____, Fiber Box X _____, Barrel _____, Reel _____, Drum _____, Other (Specify) _____
 - (ii) Shipping configuration: Knocked-down _____, Set-up X _____, Nested _____, Other (specify) _____;
 - (iii) Size of outer container: 25.5 inches (Length), x 14.5_inches (Width), x 11.5 inches (Height) = 2.46_____ Cubic FT;
 - (iv) Number of items per outer container ONE_ Each;
 - (v) Gross weight of outer container and contents 62.5 LBS
 - (vi) Palletized/skidded X Yes _____ No;
 - (vii) Number of outer containers per pallet/skid 16;
 - (viii) Weight of empty pallet bottom/skid and sides 85 LBS;
 - (ix) Size of pallet/skid and contents 1,085 LBS Cube 51;
 - (x) Number of outer containers or pallets/skids per railcar N/A * --
 Size of railcar _____
 Type of railcar _____
 - (xi) Number of outer containers or pallets/skids per trailer *--
 Size of trailer 48 FT_____
 - Type of trailer DRY - COVERED_____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-D-N103 MOD/AMD P00002	Page 4 of 5
Name of Offeror or Contractor: PRESTOLITE ELECTRIC		

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____;

(ii) Tender/Tariff _____;

(iii) Item _____;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

Section K, 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

[] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[X] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

Others: See Section I, clause added 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA.

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

(1) In all subcontracts hereunder, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-D-N103 MOD/AMD P00002	Page 5 of 5
Name of Offeror or Contractor: PRESTOLITE ELECTRIC		

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

(c) Any attachments not included with this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM. Within one week of this award, any office not able to obtain these attachments from TACOM's website (<http://contracting.tacom.army.mil/>) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.

misnerr@tacom.army.mil

(d) The following Amendment(s) to the solicitation are incorporated into this contract: Amendments 0001 thru 0011

[End of Clause]

THE PURPOSE OF THIS MODIFICATION P00002 IS TO: (1) CORRECT THE INSPECTION ACCEPTANCE POINT OF THE SUBCONTRACTOR'S PLANT FROM FLORENCE, KENTUCKY TO ARCADE NEW YORK FACILITY LOCATED IN THE ACCEPTANCE APPENDIX SECTION A-1 PAGE TWO IN THE ORIGINAL LONG TERM CONTRACT. (2) CHANGE REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA PARAGRAPH (b) REPRESENTATION. FROM: DOES ANTICIPATE TO: DOES NOT ANTICIPATE LOCATED IN THE ACCEPTANCE APPENDIX SECTION K, ON PAGE FOUR IN THE ORIGINAL LONG TERM CONTRACT. SEE BELOW;

(1)

FROM:	TO:
SUBCONTRACTOR'S PLANT	SUBCONTRACTOR'S PLANT
PRESTOLITE ELECTRIC INC. (4B175)	PRESTOLITE ELECTRIC INC. (0EDY1)
7585 EMPIRE DRIVE, FLORENCE, BOONE, KENTUCKY 41042	400 MAIN STREET, ARCADE, WYOMING, NEW YORK 14009

(2)

FROM: (b) Representation. The Offeror represents that it--

[X] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

TO: (b) Representation. The Offeror represents that it--

[] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[X] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 012 ***